

**ALAMEDA COUNTY SUPERIOR COURT**  
**APPLICATION FOR APPOINTMENT TO ADR PANELS**  
*including Judicial Arbitration, Mediation, Neutral Evaluation, and Private Arbitration*

**1. APPLICANT:**

Applicant's Name: NANCY A. GIBBONS  
Firm Name: Law Offices of Nancy A. Gibbons "AV" RATED                       
Address: 1990 N. California Boulevard, Suite 650  
  
City/State/Zip: Walnut Creek, California 94596  
Telephone: (925) 290-1990 Fax: (925) 932-1961  
Email: NAGLAWFIRM@aol.com

**2. PANEL REQUEST: (All applicants are requested to serve as Judicial Arbitrators)**

Check each panel for which you are applying:

       Judicial Arbitration XX Mediation XX Neutral Evaluation        Private Arbitration

**3. EDUCATION:**

<u>Dates (from-to)</u>	<u>College/University/Law School</u>	<u>Degree Obtained</u>
<u>1970 – 1974</u>	<u>State University of New York at Buffalo</u>	<u>B.A. Summa Cum Laude</u>
<u>1974 – 1977</u>	<u>State University of New York at Buffalo</u>	<u>J.D.</u>
<u>1978 – 1980</u>	<u>Golden Gate University</u>	<u>LL.M. Taxation</u>

**4. LEGAL EXPERIENCE: State Bar No. 81256 Date Admitted: 11/78**

A. Are you a member in good standing of the State Bar of California? XX Yes        No

B. Are you a retired judicial officer?        Yes XX No

Please describe when/where you last served as a judicial officer: N/A

C. Are you actively engaged in the practice of law at this time? XX Yes        No

If not, are you retired from practice?                      Date retired:                     

If your license is presently inactive, please explain:   

D. Are you currently active in litigation practice?        Yes XX No

Approximately what percentage of your practice involves litigation? 0 %

E. If your practice includes personal injury litigation, approximately what percentage of your practice involves the representation of: plaintiffs        % ; of defendants        %?

F. How many of the following have you personally handled as attorney of record in the past five years? Jury Trials        ; Court Trials        ; Mediations 20+ ; Arbitrations        ;

G. Describe any legal publications or teaching you have done:   

**5. ADR TRAINING and EXPERIENCE**

<u>Course Title</u>	<u>Sponsoring Organization</u>	<u>Hours of Credit</u>	<u>Dates</u>
<u>Advanced ADR</u>	<u>AAA</u>	<u>3</u>	<u>1993</u>
<u>Making Mediation Work</u>	<u>AAA</u>	<u>3</u>	<u>1992</u>
<u>Mediation Training</u>	<u>Contra Costa Sup. Ct.-Smart Program</u>	<u>3</u>	<u>June 1997</u>
<u>Will You be in Mediation</u>	<u>Contra Costa County Bar Association</u>	<u>2</u>	<u>Jan 1998</u>
<u>Plus many more courses taken during last 12 years.</u>			

- A. Number of years experience as: mediator 10 ; arbitrator    ; neutral evaluator 10 ;
- B. List all other court-connected ADR panels of which you are a member, specifying the processes for which you have qualified: Contra Costa County Superior Court S.MART. and EASE Programs
- C. State the name(s) of any organization(s) through which you have provided ADR services during the past five years, giving the dates and the services you provided: Contra Costa County EASE Program
- D. Describe the subject matter of five disputes in which you served as the ADR provider in the past 5 years, including the dates of service, the process and if you were sole or co-provider.
1. Dispute re undue influence/competency, May-Jun/2003, mediation, sole provider;
  2. Dispute about Trustee payments/accounting, Jan-Feb/2003, mediation, sole provider;
  3. Dispute re Trustee actions/undue influence; Mar-May/2002, mediation, sole provider;
  4. Contract/breach of warranty; Sep/2001, mediation, sole provider;
  5. Dispute re real estate ownership; Sep/2001, mediation, sole provider.
- E. Is your ADR style best described as XX facilitative or XX evaluative/directive?  
Both, depending on the case
- F. Describe any ADR related publications or training you have done: N/A
- G. Set forth your hourly fee or fee schedule, including any sliding scale or pro bono provisions.  
Attach a copy of your fee agreement. (Please note: Judicial arbitrators waive compensation for the first three (3) hours of hearing time in Alameda County and all ADR panelists are requested to accept at least three (3) Judicial arbitration cases per year).  
\$275 per hour, specializing in Tax, Probate, Trust matters

#### 6. AVAILABILITY/SPECIAL REQUIREMENTS

- A. List any languages, other than English, in which you are able to conduct ADR proceedings:  
None
- B. Please state any special bi-cultural/multi-cultural capabilities or familiarity you possess:  
None
- C. You are available to conduct ADR conferences: X in your office; X at counsel's office;     other (please describe:    )
- D. You are available to conduct ADR proceedings: X during regular office hours;     evenings by appointment;     weekends by prior arrangement;
- E. Please describe any requirements you have for ADR participants such as submission of copies of pleadings, briefs, declarations in lieu of testimony, etc.:      
Submit a summary of the case at least 3 days before the mediation session

## 7. SUBJECT MATTER DESIGNATION

Please check each area below in which you are qualified by training/experience to provide ADR services, indicating the percentage it represents of your law practice, if any, and the ADR process(es) which you are prepared to offer in that area:

Case Type Accepted	% of Practice	Judicial Arb.	Mediation	Neutral Eval.	Private Arb.
Bankruptcy					
Business/Corp.	15%		X	X	
Civil Rights					
Collections					
Construction					
Contracts					
Elder law/abuse			X	X	
Employment					
-Discrimination					
-Harassment					
-Termination					
Environmental					
Fraud					
False Imprison.					
Family Law					
HO Ass'n					
Insurance Cov.					
Intellect. Property					
Landlord-Tenant					
Legal Malpractice					
Maritime					
Med Malpractice					
Partnership	5%		X	X	
P.I. – Auto					
P.I. – Other					
Premises Liability					
Probate/Trust	60%		X	X	
Product Liab.					
Real Property					
Securities					
Tax	20%		X	X	
Toxic Torts					
Wrongful Death					
Other:					

## 8. DISCLOSURES *(Attach a full explanation, including relevant dates, for each "YES" answer.)*

## AGREEMENT TO CONFIDENTIAL MEDIATION

1. We, \_\_\_\_\_, \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_,  
agree to conduct and participate in a confidential mediation process for the purpose of  
resolving a dispute concerning \_\_\_\_\_  
\_\_\_\_\_ in \_\_\_\_\_, California.  
Nancy A. Gibbons agrees to serve as Mediator.

a. The attorneys retain Nancy A. Gibbons as an Alternative Dispute Resolution (ADR) consultant. Ms. Gibbons' contractual relationship is exclusively with the attorneys. She has no contractual relationship with the attorneys' clients. Before the hearing, the attorneys shall have obtained the informed consent of their clients to the provisions of this Agreement to Confidential Mediation.

b. Each party shall be represented at the mediation by a person who has settlement authority. If the person representing a party has less than full authority (for example, if the representative must place a call to obtain authority to settle) the fact of this limitation shall be disclosed seven (7) days before the hearing to all parties.

c. At least three (3) days before the hearing, the attorneys shall provide Ms. Gibbons with a short letter brief and copies of key documents. The letter briefs shall be served on all parties.

**2. CONFIDENTIALITY.** We agree that this mediation is completely confidential. If the attorneys desire that particular statements made during private caucuses shall be kept confidential, counsel shall call such statements to the attention of the mediator. Absent such a request, the mediator may use information gathered during a caucus as part of the negotiation process. We agree that we shall not call the Mediator to testify to information obtained in this process, and shall not try to compel the production of any of the Mediator's records. We agree and stipulate that, unless all parties to this agreement give their express prior written consent, we shall not try to obtain or introduce evidence of anything said or done in the mediation, and we shall not try to obtain or introduce evidence of any documents created in connection with this mediation, in any other proceedings, including administrative proceedings, arbitration, or litigation. We agree however, that if any of us has reason to believe there is an immediate threat to human safety, we may disclose the hazard if this appears necessary to prevent someone from being physically injured. We understand that in addition to these agreements, mediation confidentiality is protected under Sections 703.5, 1115-1128, and other sections of the California Evidence Code.

**3. VOLUNTARY PARTICIPATION.** We agree that this mediation is completely voluntary, and that any of us may end our participation in the mediation process at any time, by serving written notice by certified mail. We agree and stipulate that the course of our mediation shall be deemed to have started with our first contact with the mediator,

and to continue until we all sign a written settlement agreement, or until we receive certified mail notice that one of us has withdrawn from mediation.

**4. RESPONSIBILITY FOR SETTLEMENT.** We understand and agree that we as legal counsel to the parties to the dispute will remain at all times responsible for determining whether any proposed settlement agreement will be satisfactory for our clients, and agree to hold the Mediator harmless for any acts or omissions and indemnify her against any and all claims arising in connection with this mediation. We understand that Nancy A. Gibbons is being retained as a neutral party, not as an attorney. She shall not perform legal services during the course of her work. We agree that we assume full responsibility for referring any proposed settlement agreement to our respective clients. We agree that our voluntary settlement agreement may be incorporated into an arbitrator's award, if we all request this in writing.

**5. DIVISION OF FEES.** The attorneys are jointly and severally responsible for paying for the services of Nancy A. Gibbons. Ms. Gibbons bills for her time at an hourly rate of \$ \_\_\_\_\_. At least seven (7) days in advance of the hearing, the attorneys shall make a deposit of an amount sufficient to cover the anticipated time of the hearing. If the hearing does not last as long as is anticipated, any balance shall be returned. If the hearing lasts longer than anticipated, counsel shall be billed for the additional time.

We agree that this document is admissible in any proceeding.

\_\_\_\_\_  
Dated

\_\_\_\_\_

\_\_\_\_\_  
Dated

\_\_\_\_\_

\_\_\_\_\_  
Dated

\_\_\_\_\_

\_\_\_\_\_  
Dated

\_\_\_\_\_